Term Contract

Vendor No.

100001482

Contact

RICHARD SHELLY

Your reference

CRAWFORD & ASSOC

PO Box 742

As Specified on Agency's Purchase Order

WATER VALLEY MS 38965

Contract No. 4600011258

Date

07/24/2006

Renee' Gates Contact Telephone 501-371-6066

Fax

501-324-9311

ST Our ref.

Incoterms FOB

DESTINATION

Send Invoice To:

Ship To:

ADC/CENTRAL WAREHOUSE WAREHOUSE DISTRIBUTION

7600 CORRECTION CIR PINE BLUFF AR 71603 Valid from:

08/01/2006

Valid to:

09/30/2006

TYPE OF CONTRACT: TERM - (OUTLINE AGREEMENT)

CONTRACT PERIOD: AUGUST 1, 2006 THROUGH SEPTEMBER 30, 2006

INVOICE TO: VARIOUS

F.O.B.DESTINATION: AS SPECIFIED BY AGENCY PURCHASE ORDER

Company Name: Crawford & Associates

Representative: Richard Shelby Telephone Number: 662-473-2870

Fax Number: 662-473-3819

INSPECTION:

All products must come from a federally inspected plant. All meat items preceded by an Institutional Meat Purchasing number must be federally inspected before delivery and must be properly labeled according to the Food, Drug and Cosmetic Act. Meat requested frozen must be inspected while fresh.

GENERAL:

- 1. No distressed or salvaged food will be accepted.
- 2. Master containers will be marked with date of pack.

QUANTITIES:

Quantities indicated reflect estimates only and may not be exact requirements.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



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AUTHORIZATION FOR SHIPMENT:

Purchase order from the using agency will authorize shipment. Orders shall be placed with the vendor seven (7) days prior to the specified delivery date.

DELIVERY:

- 1. All deliveries will be made between 8:00 a.m. and 4:00 p.m. on the date specified.
- 2. Contractors must notify the Office of State Procurement of inability to deliver.

PACKAGING/TRANSPORTING:

- 1. Products delivered shall be processed and packed in accordance with good commercial practice and shall conform to all applicable standards promulgated under the Federal Food, Drug, and Cosmetic Act in effect at time of shipment.
- 2. Shipping cases shall be plainly marked on one end describing name and brand of product, quantity, and weight of cartons.
- 3. Products must be transported to point of delivery in a vehicle equipped and able to maintain temperature of chilled products not to exceed 45 degrees F and frozen products at an internal temperature of 0 degrees to minus 15 degrees F.

SPECIFICATIONS:

- 1. Fat content of regular ground beef may not exceed 25%. Fat content will be determined by laboratory analysis. Agencies may request fat content as low as 20%.
- 2. Agency receiving personnel shall check all products when delivered and notify the Office of State Procurement (Renee Gates, Buyer) if they do not conform to specifications.
- 3. Arrangements may be made for a Federal Inspector to examine the product to verify nonconformance.



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AGENCIES

- ARKANSAS HEALTH CENTER В. 6701 HWY 67 BENTON, AR 72015-8489
- C. **HUMAN DEVELOPMENT CENTER** ALEXANDER UNIT 11147 HWY. 111S P.O. BOX 320 ALEXANDER, AR 72202
- D. SCHOOL FOR THE BLIND 2600 WEST MARKHAM (PO BOX 668) LITTLE ROCK, AR 72203
- Ĕ. SCHOOL FOR THE DEAF 2400 WEST MARKHAM LITTLE ROCK, AR 72203
- G. ARKANSAS STATE POLICE ACADEMY CADET KITCHEN **GEYER SPRINGS ROAD** LITTLE ROCK, AR 72209
- J. **HUMAN DEVELOPMENT CENTER CONWAY UNIT** 150 SIEBENMORGAN, AR 72032
- Κ. HOT SPRINGS REHAB CENTER P.O. BOX 1358 105 RESERVE HOT SPRINGS, AR 71901
- **HUMAN DEVELOPMENT CENTER BOONEVILLE UNIT** HWY. 116 SOUTH BOONEVILLE, AR 72927
- Μ. **HUMAN DEVELOPMENT CENTER** JONESBORO UNIT 701 COLONY DRIVE JONESBORO, AR 72404
- Ρ. **HUMAN DEVELOPMENT CENTER** WARREN UNIT



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1 CENTER CIRCLE SLOT # 5570 WARREN, AR 71671

R. HUMAN DEVELOPMENT CENTER ARKADELPHIA UNIT PO BOX 70 #1 Prator Drive HWY 390

PO BOX 70 #1 Prator Drive HWY 390 ARKADELPHIA, AR 71923

S. ARKANSAS LAW ENFORCEMENT TRAINING ACADEMY P.O. BOX 3106 EAST CAMDEN, AR 71701

T. SOUTHEAST ARKANSAS
COMMUNITY PUNISHMENT CENTER
7301 WEST 13TH STREET
PINE BLUFF, AR 71602

U. CENTRAL ARKANSAS COMMUNITY PUNISHMENT 4823 WEST 7TH STREET LITTLE ROCK, AR 72204

V. SOUTHWEST ARKANSAS
COMMUNITY PUNISHMENT CENTER
506 WALNUT
TEXARKANA, AR 71854

W. NORTHEAST ARKANSAS COMMUNITY PUNISHMENT 1351 CYRO ROAD OSCEOLA, AR 72370



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AGENCIES CONT'D

AA DEPARTMENT OF CORRECTION

PINE BLUFF WORK COMPLEX

890 FREELINE DRIVE PINE BLUFF, AR 71603

BB DEPARTMENT OF CORRECTION

CUMMINS UNIT

HWY 388

GRADY, AR 71644

CC DEPARTMENT OF CORRECTION

> TUCKER UNIT FOR WOMEN 2400 STATE FARM ROAD TUCKER, AR 72168-8703

DD DEPARTMENT OF CORRECTION

> VARNER UNIT **HWY 388**

GRADY, AR 71644

EE DEPARTMENT OF CORRECTION

DIAGNOSTIC UNIT

7500 CORRECTION CIRCLE PINE BLUFF, AR 71603

FF DEPARTMENT OF CORRECTION

> WRIGHTSVILLE UNIT 8400 HWY 386

WRIGHTSVILLE, AR 72183

HH DEPARTMENT OF CORRECTION

> INSTITUTIONAL WAREHOUSE 7600 CORRECTIONAL CIRCLE

(PO BOX 6408 Pine Bluff AR 71611) Billing

PINE BLUFF, AR 71603

JJ DEPARTMENT OF CORRECTION

MISSISSIPPI COUNTY WORK

MEADOW ROAD

LUXORA, AR 72358

LL DEPARTMENT OF CORRECTION

MAXIMUM SEC.-TUCKER UNIT

2501 STATE FARM ROAD



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TUCKER, AR 72168

MM

DEPARTMENT OF CORRECTION

BENTON SERVICES 6701 HWY. 67 BENTON, AR 72015

NN

DEPARTMENT F CORRECTION

NORTH CENTRAL UNIT

HC62 BOX 300 **CALICO, AR 72519**

00

DEPARTMENT OF CORRECTION

DELTA REGIONAL UNIT

RT 1 BOX 12

DERMOTT, AR 71638

PP

DEPARTMENT OF CORRECTION

JEFFERSON CO. JAIL 7206 WEST 7TH STREET PINE BLUFF, AR 71603

RR

DEPARTMENT OF CORRECTION

WRIGHTSVILLE/BOOT CAMP

22522 ASHER ROAD

WRIGHTSVILLE, AR 72183

SS

DEPARTMENT OF CORRETION

LEE COUNTY CORR, FACILITY

324 LEE

BRICKEYS, AR 72320

item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10000666 SAUSAGE, TURKEY, FROZEN, PATTIES, UN ITEM # 379	60,000 pound	, US 0.71	\$ 42,600.00



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OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

- 1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
- 2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
- 3. DISCOUNTS: All cash discounts offered will be taken if earned.
- 4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
- 5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
- 6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
- 7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
- 8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
- 9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
- 10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:



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12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.